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Attorneys for Complainant

BEFORE THE DEPARTMENT OF BUSINESS OVERSIGHT
OF THE STATE OF CALIFORNIA

In the Matter of THE COMMISSIONER OF)	
BUSINESS OVERSIGHT OF THE STATE)	
OF CALIFORNIA,)	SETTLEMENT AGREEMENT BETWEEN
Complainant,)	THE DEPARTMENT OF BUSINESS
v.)	OVERSIGHT, STEVE’S PLACE, INC.,
)	AND STEVE WILKINSON
STEVE’S PLACE, INC., STEVE’S PIZZA)	
FRANCHISE CORPORATION, d.b.a.)	
STEVE’S PIZZA, PASSPORT)	
RESTAURANTS, INC, dba PACIFIC)	
RESTAURANT HOLDINGS, INC., STEVE)	
WILKINSON, JOHN CREED,)	
www.stevespizza.com, BRAND EQUITY)	
DEVELOPMENT, L.L.C., and WILLIAM S.)	
GLENNIE)	
)	
Respondents.)	
)	

This Settlement Agreement (“Agreement”) is entered into between Respondent STEVE’S PLACE, INC., (“PLACE”), a California corporation, STEVE WILKINSON (“WILKINSON”), as an individual, and as a representative for PLACE, and the Commissioner of Business Oversight (formerly the Commissioner of Corporations) (“Commissioner”) (together, the “Parties”), and is made with respect to the following facts:

RECITALS

A. Respondent WILKINSON is an individual doing business in Sacramento County, and residing in Yolo County. Respondent PLACE is a California corporation, doing business in Sacramento County. WILKINSON is the representative for Respondent PLACE (collectively referred to as Respondents).

B. On April 10, 2013, the Commissioner issued to Respondents a Citation including Desist and Refrain Order ("Order") and Assessment of Administrative Penalties ("Penalties") pursuant to Corporations Code section 31406; and Claim for Ancillary Relief ("Relief") pursuant to Corporations Code section 31408, (collectively the "2013 Action" or "Action") attached and incorporated herein as "Exhibit 1".

C. The Action was served on WILKINSON and PLACE in April 2013. WILKINSON issued a timely written administrative hearing request and waiver of statutory time requirements in which to hold the hearing on behalf of PLACE and WILKINSON to the Commissioner on April 23, 2013.

D. It is the intention of the Parties to resolve this matter without the necessity of an administrative hearing or any other litigation.

NOW, THEREFORE, for good and valuable consideration, and the terms and conditions set forth herein, the Parties agree as follows:

TERMS AND CONDITIONS

1. This Agreement is entered into for the purpose of judicial economy and expediency.

2. Each Party represents, warrants, and agrees that it has received or been advised to seek independent legal advice from an attorney with respect to the advisability of executing this Agreement.

3. WILKINSON and PLACE, in and for purposes of entering into this Agreement, neither admit nor deny the preceding allegations set forth in the Action.

4. WILKINSON and PLACE understand, agree and consent that WILKINSON and PLACE are ordered to desist and refrain from filing registration and renewal applications that result

in willful omissions of material fact, and from failing to provide prompt notification of material changes, in accordance with Corporations Code sections 31200 and 31123. WILKINSON and PLACE also understand, agree and consent that WILKINSON and PLACE are ordered to desist and refrain from the further offer or sale of Steve's Pizza franchises unless and until the offers have been duly registered under the Franchise Investment Law or exempt.

5. WILKINSON and PLACE acknowledge their right to a hearing under the Franchise Investment Law in connection with the Action. WILKINSON and PLACE hereby agree to the finality of the Order and the Action and voluntarily waive all rights to reconsideration, appeal, or other rights which may be afforded pursuant to the Franchise Investment Law, or any other provision of law in connection with these matters, including but not limited to Government Code sections 11521 and 11523, and any writ proceeding in accordance with the Code of Civil Procedure.

6. WILKINSON and PLACE hereby agree to the terms of this Agreement in settlement of the Action. WILKINSON and PLACE hereby withdrawal their request for administrative hearing issued to the Department on April 23, 2013.

7. WILKINSON and PLACE acknowledge that this Agreement is a public record.

8. It is the intent and understanding between the Parties that this Agreement shall not be binding or admissible against WILKINSON or PLACE in any action(s) brought against WILKINSON or PLACE by third Parties.

9. The Commissioner reserves the right to bring any unknown or future actions against WILKINSON or PLACE or any of his partners, employees or successors for any and all unknown or future violations of the Franchise Investment Law. This Agreement shall not serve to exculpate WILKINSON or PLACE or any of their partners, employees or successors from liability for any and all future violations of the Franchise Investment Law.

10. The Parties hereby acknowledge and agree that this Agreement is intended to constitute a full, final and complete resolution of the Action. The Parties further acknowledge and agree that nothing contained in this Agreement shall operate to limit the Commissioner's ability to assist any other agencies with any administrative, civil or criminal prosecution brought by any such agency against WILKINSON, PLACE, or any other person or entity, based upon any of the activities

alleged in this matter or otherwise.

11. Each of the Parties represents, warrants, and agrees that in executing this Agreement it has relied solely on the statements set forth herein and has placed no reliance on any statement, representation, or promise of any other party, or any other person or entity not expressly set forth herein, or upon the failure of any party or any other person or entity to make any statement, representation or disclosure of anything whatsoever. The Parties have included this clause: (1) to preclude any claim that any party was in any way fraudulently induced to execute this Agreement; and (2) to preclude the introduction of parol evidence to vary, interpret, supplement, or contradict the terms of this Agreement.

12. This Agreement, including Exhibit 1, is the final written expression and the complete and exclusive statement of all the agreements, conditions, promises, representations, and covenants between the Parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements, negotiations, representations, understandings, and discussions between and among the Parties, their respective representatives, and any other person or entity.

13. In that the Parties have had the opportunity to draft, review and edit the language of this Agreement, no presumption for or against any party arising out of drafting all or any part of this Agreement will be applied in any action relating to, connected to, or involving this Agreement. Accordingly, the Parties waive the benefit of Civil Code section 1654 and any successor or amended statute, providing that in cases of uncertainty, language of a contract should be interpreted most strongly against the party who caused the uncertainty to exist.

14. This Agreement shall not become effective until signed by and delivered by all Parties. The Commissioner shall file this Agreement with the Office of Administrative Hearings five (5) business days after execution by all Parties.

15. This Agreement may be executed in any number of counterparts by the Parties and when each party has signed and delivered at least one such counterpart to the other party, each counterpart shall be deemed an original and taken together shall constitute one and the same Agreement.

16. No amendment, change or modification of this Agreement shall be valid or binding to any extent unless it is in writing and signed by all of the Parties affected by it.

1 17. This Agreement shall be construed and enforced in accordance with and governed by
2 California law.

3 18. Each party covenants that they possess all necessary capacity and authority to sign and
4 enter into this Agreement. Each party warrants and represents that such party is fully entitled and duly
5 authorized to enter into and deliver this Agreement. In particular, and without limiting the generality of
6 the foregoing, each party warrants and represents that it is fully entitled to enter into the covenants, and
7 undertake the obligations set forth herein.

8 19. The Parties each represent and acknowledge that they are executing this Agreement
9 completely voluntarily and without any duress or undue influence of any kind from any source.

10 20. Notice shall be provided to each party at the following addresses:

11 If to Respondents to:

12 Steven Wilkinson
13 719 Pamplona Avenue
14 Davis, CA 95616

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17 ///

18 **[THIS PORTION INTENTIONALLY LEFT BLANK]**

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If to the Commissioner to:

Marisa I. Urteaga-Watkins, Esq.
Department of Business Oversight
1515 K Street, Suite 200
Sacramento, CA 95814

IN WITNESS WHEREOF, the Parties hereto have approved and executed this Agreement on
the dates set forth opposite their respective signatures.

Dated: 5/11/15

JAN LYNN OWEN
Commissioner of Business Oversight

By _____

MARY ANN SMITH
Deputy Commissioner
Enforcement Division

Dated: 5/7/15

By _____
STEVE WILKINSON, as an individual

STEVE'S PLACE, INC., a California
corporation

Dated: 5/7/15

By _____
STEVE WILKINSON, a representative of
STEVE'S PLACE, INC. for STEVE'S PLACE,
INC.